in which otherwise he would not have been employed, and by this practice he forced the attorneys in the case to employ him. A resort to methods like this to secure employment exhibits such low ideals of the standards of honor prevailing in the profession that it may, as we think, be made the basis of a rule to show cause why the attorney guilty of it should not be punished for unprofessional conduct."

On the second point the court cites Matter of Clark (184 N. Y. 222) with approval. The Kentucky court also remarks on its own behalf, asserting inherent judicial power without the aid of statute:

"The friends, acquaintances and associates of an attorney have, of course, the unquestioned right to sound his praises and divert to him such clients as they can persuade in a legitimate way to engage his services. But there is a manifest difference between securing business through the influence and efforts of friends, acquaintances and associates and securing it through the methods employed by the strictly commercial enterprise of hired agents. And it would seem at first impression to strike any fair-minded man, whether lawyer or not, as being highly improper for an attorney to have agents or runners to go about and make their living by securing for him employment in cases he would not otherwise get. It is entirely outside of the legitimate functions of an attorney to incite litigation, although it should be said that there are few who indulge in this unprofessional conduct, and obviously it is much more reprehensible for an attorney to hire another and often irresponsible person to do this for him."

Corporations—Contracts with Director—Ultra Vires.—A contract of a corporation, in the benefit of which one or more of its directors participates without the consent of the corporation, is voidable at the option of the latter, exercised within a reasonable time, according to the opinion of the District Court, D. New Jersey, December 1, 1915, in Marcy *v.* Guanajuato Co. et al. (228 Fed. 150). The Court also held that the fact that the same persons are members of the boards of directors of two corporations does not give a dissenting stockholder an arbitrary right to avoid a transaction between them, but does give him the right to subject it to the scrutiny of the court, and casts upon the corporation or the directors concerned the burden of showing that the transaction is fair and absolutely free from fraud. Under the rule approved by the Supreme Court of the United States, money or property obtained by a corporation through an ultra vires contract may be recovered back; but the corporation is not liable, where the money or property was received by a third party, although incidentally benefited thereby. A note given by one corporation to another, and secured by a pledge of collateral, held based on a valid indebtedness, and valid; and the

action of the creditor in selling the collateral also held within its rights, and not impeachable by stockholders of the debtor corporation, on the ground that the two corporations had common directors.

Trial—View by Jury—Conduct at View.—The Idaho Supreme Court in State *v.* Baker, 156 Pacific Reporter, 103, affirms the conviction of defendant for assault with a deadly weapon. The instrument used is ordinarily regarded as a symbol of peaceful domesticity. It is described as "a certain broom being of a total length of about 53 inches and the handle of which was about 40 inches in length and about 1 inch in diameter, and made of a certain hard wood." The opinion, however, deals only with the alleged misconduct of the jury during a view of the premises where the assault occurred.

The foreman of the jury made a demonstration with a broom, as did other jurors in order to determine whether or not a "lick" could be made as claimed at the trial. There was also some conversation between the jurors and bystanders regarding the position of certain furniture at the time of the assault. The presence of the trial judge at the view was waived, and not until after trial was the judge aware of the facts. The opinion delivered for the court by Judge Bothwell reads in part:

"For the purpose of this opinion, it is unnecessary to enter into a discussion of the different theories announced by the courts in defining the nature and effect of a view. Suffice it to say, we have found no case under any of the theories that goes so far as to hold that a demonstration such as was indulged in by certain of the jurors in the presence of the jury in this case is within the meaning of a view. On the contrary, a number of cases hold that experiments made by the jurors is the taking of evidence other than a view of the premises (see Hays *v.* Territory, 7 Okla. 15, 54 Pac. 300; People *v.* Conkling, 111 Cal. 616, 44 Pac. 314; State *v.* Landry, 29 Mont. 218, 74 Pac. 418; State *v.* Miller, 61 Wash. 125, 111 Pac. 1053, Ann. Cas. 1912B, 1053; State of Nevada *v.* Lopez, 15 Nev. 407; People *v.* Thorn, 156 N. Y. 286, 42 L. R. A. 368, and cases there cited), and we must hold that the demonstration by the jurors with the broom and the statements by Mrs. Bessie Myers and Laura Henroid in the presence of the jury was receiving evidence other than a view, within the meaning of § 7878, Rev. Codes."

However, defendant's motion for new trial was denied because of his failure to act promptly upon the return of the jury to the court room.